

**THELEN REID BROWN
RAYSMAN & STEINER LLP**

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NEW YORK • SAN FRANCISCO • WASHINGTON, DC • LOS ANGELES
SILICON VALLEY • HARTFORD • NORTHERN NEW JERSEY • SHANGHAI



September 28, 2007

Barbara Saddler
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

RECORDATION NO.

15701-4
FILED

SEP 28 2007

-10 5 2 AM

SURFACE TRANSPORTATION BOARD

**Re: National Railroad Passenger Corporation
Termination Recordings**

Dear Barbara:

Enclosed please find a copy of a the following document which was submitted to www.stb.dot.gov on Friday September 28, 2007:

1. Termination Agreement dated as of September 28, 2007, by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as owner trustee (the "Owner Trustee"), U.S. BANK NATIONAL ASSOCIATION (successor to The Connecticut National Bank (the "Indenture Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION, ("Amtrak") as Sublessee.

This document relates to the Lease, dated July 15, 1989, between Owner Trustee, Indenture Trustee and Amtrak which was recorded (or a memorandum of which was recorded) with the Surface Transportation Board (f/k/a Interstate Commerce Commission) on September 25, 1989 under recordation number 15701B.

The names and addresses of the parties to this document are as follows:

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Indenture Trustee: U.S. Bank National Association
225 Asylum Street - 23rd Floor
Hartford, Connecticut 06103

NY 41192035 v1

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Amtrak: National Railroad Passenger Corporation
60 Massachusetts Avenue NE
Washington, DC 20002

I have enclosed a check in the amount of \$70.00. The remaining \$35 can be held and applied to the Termination and Release (Amtrak Trust 93-B) dated as of July 1, 2007, also submitted to www.stb.dot.gov on Friday September 28, 2007. I will send a separate cover letter for that filing later in the week.. Please do not record it until further notice.

Please time and date stamp the Termination Agreement along with the extra copy of this letter as proof of recordation and return the original to:

Thelen Reid Brown Raysman & Steiner LLP
Nicole Piazza
875 Third Avenue
12th Floor
New York, NY 10022

Please feel free to contact me at (212) 603-2219 or npiazza@thelen.com should you have any questions.

Sincerely,

Nicole Piazza
Paralegal

NP/
Enclosures

SEP 28 '07 -10 52 AM

TERMINATION AGREEMENT

SURFACE TRANSPORTATION BOARD

This TERMINATION AGREEMENT dated as of September 28, 2007 (the "*Termination Agreement*") is made by WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as owner trustee (the "*Owner Trustee*"), U.S. BANK NATIONAL ASSOCIATION (successor to The Connecticut National Bank (the "*Indenture Trustee*"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*") as Sublessee, under that certain Sublease of Railroad Equipment dated as of July 15, 1989 (the "*Sublease*").

WITNESSETH:

A. National Railroad Passenger Corporation ("*Amtrak*"), Chrysler Capital Corporation, predecessor in interest to DaimlerChrysler Capital Services (debis) LLC (the "*Owner Participant*"), Export Development Corporation (the "*Lender*"), the Owner Trustee, and Indenture Trustee (collectively, the "*Parties*") have entered into that certain Participation Agreement, dated as of July 15, 1989 (as amended, modified or supplemented from time to time, the "*Participation Agreement*"). Capitalized terms used here in and not otherwise defined are use as defined in Annex A to that certain Participation Agreement.

B. Amtrak and Owner Trustee entered into that certain Lease of Railroad Equipment, dated July 15, 1989, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701B, as supplemented by Lease Supplement No. 1, dated September 25, 1989, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701C, Lease Supplement No. 2, dated December 22, 1989, recorded with the Interstate Commerce Commission on December 22, 1989 under Recordation No. 15701N, and Lease Supplement No. 3, dated January 29, 1990, recorded with the Interstate Commerce Commission on January 29, 1990 under Recordation No. 15701S, pursuant to which Owner Trustee leased Eighty-Five (85) intercity passenger rail coaches and Eighteen (18) food service railcars manufactured by Bombardier Corporation, more particularly described on Exhibit A hereto (the "*Equipment*") from Amtrak.

C. Owner Trustee and Amtrak entered into that certain Sublease of Railroad Equipment, dated July 15, 1989, as supplemented by Sublease Supplement No. 1, dated September 25, 1989, recorded with the Surface Transportation Board the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701P, pursuant to which Amtrak leased the Equipment from Owner Trustee, as supplemented by that certain Sublease Supplement No. 1 dated September 25, 1989 recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701G, Sublease Supplement No. 2, dated December 22, 1989, recorded with the Interstate Commerce

Commission on December 22, 1989 under Recordation No. 15701P and Sublease Supplement No. 3, dated January 29, 1990, recorded with the Interstate Commerce Commission on January 29, 1990 under Recordation No. 15701V.

D. In connection with the Lease and the Sublease:

(i) Owner Trustee and Indenture Trustee entered into the Indenture, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701H, as supplemented by the Indenture Supplement No. 1, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701I, Indenture Supplement No. 2, recorded with the Interstate Commerce Commission on December 22, 1989 under Recordation No. 15701Q and Indenture Supplement No. 3, recorded with the Interstate Commerce Commission on January 29, 1990 under Recordation No. 15701V,

(ii) Amtrak and Owner Trustee entered into the Lessee Security Agreement, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701D, as supplemented by the Lessee Security Agreement Supplement No. 1, recorded with the Interstate Commerce Commission on September 25, 1989 under Recordation No. 15701E, the Lessee Security Agreement Supplement No. 2, recorded with the Interstate Commerce Commission on December 22, 1989 under Recordation No. 15701O and the Lessee Security Agreement Supplement No. 3, recorded with the Interstate Commerce Commission on January 29, 1990 under Recordation No. 15701T, and

(iii) Owner Trustee executed and delivered the Secured Notes dated September 25, 1989, December 22, 1989 and January 29, 1990 (the Indenture, the Indenture Supplements, the Lessee Security Agreement, the Lessee Security Agreement Supplements, and the Secured Notes being herein referred to as the "*Debt Documents*").

E. Amtrak as Sublessee under the Sublease, is purchasing all right, title and interests of Owner Trustee as Sublessor under the Sublease in and to the Equipment;

NOW, THEREFORE, Indenture Trustee, Amtrak and Owner Trustee each agree as follows:

Section 1. Debt Documents. Owner Trustee and Indenture Trustee acknowledge and confirm that the Secured Notes have been paid in full, that the Debt Documents are terminated and of no further force and effect and that any liens created under the Indenture have been released.

Section 2. Lease and Sublease. Owner Trustee and Amtrak acknowledge and agree that the Lease and Sublease are hereby terminated and of no further force or effect, and all right, title and interest of Owner Trustee in and to the Equipment are hereby released and conveyed to Amtrak pursuant to the terms of that Bill of Sale, dated the date hereof.

Section 3. Further Assurances. Owner Trustee and Indenture Trustee hereby agree to execute and deliver to Amtrak, at Amtrak's cost and expense, such additional instruments, notices, or releases as Amtrak may reasonably request to effectuate the foregoing provisions of this Termination.

Section 4. Representations and Warranties. Each of the Owner Trustee, Indenture Trustee and Amtrak represents and warrants that this Termination Agreement constitutes the legal and valid obligation of Owner Trustee, Indenture Trustee and Amtrak, enforceable against Owner Trustee, Indenture Trustee and Amtrak in accordance with its terms, and Owner Trustee and Indenture Trustee each has full authority to terminate and release all of its right, title and interest in and to the Equipment.

IN WITNESS WHEREOF, each of the Owner Trustee and Amtrak has caused this Termination Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

WILMINGTON TRUST COMPANY,

not in its individual capacity, but solely as
Owner Trustee

By: _____

Name: Robert J. Perkins
Title: Sr. Financial Services Officer

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____

Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

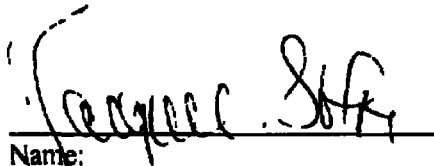
By: _____

Name: _____
Title: _____

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this, the 17 day of September, 2007, before me, a Notary Public, personally appeared Robert J Perkins, who being by me duly sworn, say that they are the Sr Financial Services Officer and the _____ respectfully of **WILMINGTON TRUST COMPANY**, that said instrument was signed on September __, 2007 on behalf of said corporation by authority of its Board of Directors, and they acknowledge that the execution of the foregoing instrument was the free act and deed of said Delaware banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name:

Notary Public

My Commission does not expire.

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011

IN WITNESS WHEREOF, each of the Owner Trustee and Amtrak has caused this Termination Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

WILMINGTON TRUST COMPANY,

not in its individual capacity, but solely as
Owner Trustee

By: _____

Name: _____

Title: _____

NATIONAL RAILROAD PASSENGER
CORPORATION

By: William H. Campbell

Name: William H. Campbell

Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION

By: _____

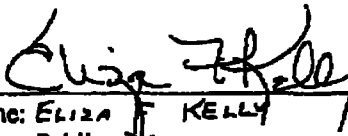
Name: _____

Title: _____

DISTRICT
STATE OF Columbia)
: ss.:
COUNTY OF)

On this, the 27 day of September, 2007, before me, a Notary Public, personally appeared William H. Campbell, who being by me duly sworn, say that ~~they are~~ ^{HE IS} the and the CHIEF FINANCIAL OFFICER ^{29X} respectively of **NATIONAL RAILROAD PASSENGER CORPORATION**, that said instrument was signed on September 27 2007 on behalf of said corporation by authority of its Board of Directors, and they acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: ELIZA F. KELLY
Notary Public, DC
~~My Commission does not expire.~~

MY COMMISSION EXPIRES
JULY 31, 2009

IN WITNESS WHEREOF, each of the Owner Trustee and Amtrak has caused this Termination Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

WILMINGTON TRUST COMPANY,

not in its individual capacity, but solely as
Owner Trustee

By: _____

Name:

Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION
as Indenture Trustee

By: Crystal Deperry

Name: Crystal Deperry

Title: Trust Officer

STATE OF - 12 -

COUNTY OF Hartford

On this, the day of September, 2007, before me, a Notary Public, personally appeared Cryshal Dapery, who being by me duly sworn, say that they are the and the respectfully of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on September , 2007 on behalf of said corporation by authority of its Board of Directors, and they acknowledge that the execution of the foregoing instrument was the free act and deed of said Delaware banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Sharon P. McQuilly
Name:
Notary Public
My Commission does not expire:

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2010

EXHIBIT A**DESCRIPTION OF ITEMS OF EQUIPMENT**

| Model ----- | Type ----- | Serial Number ----- | Lead Number ----- |
|-----------------------|----------------------|-----------------------------------|---------------------------------|
| Merison Fleet | Coach | 848 | 84000 |
| Merison Fleet | Coach | 849 | 84001 |
| Merison Fleet | Coach | 850 | 84002 |
| Merison Fleet | Coach | 851 | 84003 |
| Merison Fleet | Coach | 852 | 84004 |
| Merison Fleet | Coach | 853 | 84005 |
| Merison Fleet | Coach | 854 | 84006 |
| Merison Fleet | Coach | 855 | 84007 |
| Merison Fleet | Coach | 856 | 84008 |
| Merison Fleet | Coach | 857 | 84009 |
| Merison Fleet | Coach | 858 | 84010 |
| Merison Fleet | Coach | 859 | 84011 |
| Merison Fleet | Coach | 860 | 84012 |
| Merison Fleet | Coach | 861 | 84013 |
| Merison Fleet | Coach | 862 | 84014 |
| Merison Fleet | Coach | 863 | 84015 |
| Merison Fleet | Coach | 864 | 84016 |
| Merison Fleet | Coach | 865 | 84017 |
| Merison Fleet | Coach | 866 | 84018 |
| Merison Fleet | Coach | 867 | 84019 |
| Merison Fleet | Coach | 868 | 84020 |
| Merison Fleet | Coach | 869 | 84021 |
| Merison Fleet | Coach | 870 | 84022 |
| Merison Fleet | Coach | 871 | 84023 |
| Merison Fleet | Coach | 872 | 84024 |
| Merison Fleet | Coach | 873 | 84025 |
| Merison Fleet | Coach | 874 | 84026 |
| Merison Fleet | Coach | 875 | 84027 |
| Merison Fleet | Coach | 876 | 84028 |
| Merison Fleet | Coach | 877 | 84029 |
| Merison Fleet | Coach | 878 | 84030 |
| Merison Fleet | Coach | 879 | 84031 |
| Merison Fleet | Coach | 880 | 84032 |
| Merison Fleet | Coach | 881 | 84033 |
| Merison Fleet | Coach | 882 | 84034 |
| Merison Fleet | Coach | 883 | 84035 |
| Merison Fleet | Coach | 884 | 84036 |
| Merison Fleet | Coach | 885 | 84037 |
| Merison Fleet | Coach | 886 | 84038 |
| Merison Fleet | Coach | 887 | 84039 |
| Merison Fleet | Coach | 888 | 84040 |
| Merison Fleet | Coach | 889 | 84041 |
| Merison Fleet | Coach | 890 | 84042 |
| Merison Fleet | Coach | 891 | 84043 |

EXHIBIT A**DESCRIPTION OF ITEMS OF EQUIPMENT**

| <u>MODEL</u> | <u>TYPE</u> | <u>MANUFACTURER'S NO.</u> | <u>INVENTORY NO.</u> |
|---------------|--------------|---------------------------|----------------------|
| Horizon Fleet | Coach | 462 | 34044 |
| Horizon Fleet | Coach | 464 | 34046 |
| Horizon Fleet | Coach | 465 | 34047 |
| Horizon Fleet | Coach | 466 | 34048 |
| Horizon Fleet | Coach | 467 | 34049 |
| Horizon Fleet | Coach | 468 | 34050 |
| Horizon Fleet | Coach | 469 | 34051 |
| Horizon Fleet | Coach | 470 | 34052 |
| Horizon Fleet | Coach | 471 | 34053 |
| Horizon Fleet | Coach | 472 | 34054 |
| Horizon Fleet | Coach | 473 | 34055 |
| Horizon Fleet | Coach | 474 | 34056 |
| Horizon Fleet | Coach | 475 | 34057 |
| Horizon Fleet | Coach | 476 | 34058 |
| Horizon Fleet | Coach | 477 | 34059 |
| Horizon Fleet | Coach | 478 | 34060 |
| Horizon Fleet | Coach | 479 | 34061 |
| Horizon Fleet | Coach | 480 | 34062 |
| Horizon Fleet | Coach | 481 | 34063 |
| Horizon Fleet | Coach | 482 | 34064 |
| Horizon Fleet | Coach | 483 | 34065 |
| Horizon Fleet | Coach | 484 | 34066 |
| Horizon Fleet | Coach | 485 | 34067 |
| Horizon Fleet | Coach | 486 | 34068 |
| Horizon Fleet | Coach | 487 | 34069 |
| Horizon Fleet | Coach | 488 | 34070 |
| Horizon Fleet | Coach | 489 | 34071 |
| Horizon Fleet | Coach | 490 | 34500 |
| Horizon Fleet | Coach | 491 | 34501 |
| Horizon Fleet | Coach | 492 | 34502 |
| Horizon Fleet | Coach | 493 | 34503 |
| Horizon Fleet | Coach | 494 | 34504 |
| Horizon Fleet | Coach | 495 | 34505 |
| Horizon Fleet | Coach | 496 | 34506 |
| Horizon Fleet | Coach | 497 | 34507 |
| Horizon Fleet | Coach | 498 | 34508 |
| Horizon Fleet | Coach | 499 | 34509 |
| Horizon Fleet | Coach | 501 | 34511 |
| Horizon Fleet | Food Service | 392 | 33000 |
| Horizon Fleet | Food Service | 393 | 33001 |
| Horizon Fleet | Food Service | 394 | 33002 |
| Horizon Fleet | Food Service | 395 | 33003 |
| Horizon Fleet | Food Service | 396 | 33004 |
| Horizon Fleet | Food Service | 397 | 33005 |
| Horizon Fleet | Food Service | 436 | 33500 |
| Horizon Fleet | Food Service | 437 | 33501 |
| Horizon Fleet | Food Service | 438 | 33502 |
| Horizon Fleet | Food Service | 439 | 33503 |

EXHIBIT A

DESCRIPTION OF ITEMS OF EQUIPMENT

| <u>Model</u> | <u>Type</u> | <u>Asset No.</u> |
|---------------|--------------|------------------|
| Horizon Fleet | Coach | 34064 |
| Horizon Fleet | Coach | 34510 |
| Horizon Fleet | Coach | 34512 |
| Horizon Fleet | Coach | 34513 |
| Horizon Fleet | Food Service | 33006 |
| Horizon Fleet | Food Service | 33007 |
| Horizon Fleet | Food Service | 33504 |
| Horizon Fleet | Food Service | 33505 |
| Horizon Fleet | Food Service | 33506 |
| Horizon Fleet | Food Service | 33507 |
| Horizon Fleet | Food Service | 33508 |
| Horizon Fleet | Food Service | 33509 |